

NO. 2009-44768

STATE OF TEXAS,  
Plaintiff

v.

POST OAK PHARMACY, L.P. and  
BRUCE V. GINGRICH d/b/a  
LIFECHEK DRUG #19; LIFECHEK  
ROSENBERG PARTNERS LTD. and  
BRUCE V. GINGRICH d/b/a  
LIFECHEK DRUG #24; LIFECHEK,  
INC.; MEDICAL DISCOUNT  
PHARMACY, L.P.; LIFECHEK  
ROSENBERG, INC.; AND BRUCE V.  
GINGRICH, INDIVIDUALLY,  
Defendants.

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

295th JUDICIAL DISTRICT

FILED  
LOREN JACKSON  
DISTRICT CLERK  
HARRIS COUNTY, TEXAS

2010 APR 28 PM 3:30

BY \_\_\_\_\_ DEPUTY

**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION**

1. On this day, came before this Court, Plaintiff, the STATE OF TEXAS, and Defendants, POST OAK PHARMACY, L.P. and BRUCE V. GINGRICH both doing business as LIFECHEK DRUG #19; LIFECHEK ROSENBERG PARTNERS LTD. and BRUCE V. GINGRICH both doing business as LIFECHEK DRUG #24; LIFECHEK, INC.; MEDICAL DISCOUNT PHARMACY, L.P.; LIFECHEK ROSENBERG, INC.; and BRUCE V. GINGRICH, Individually ("Defendants"), in the above entitled and numbered cause. The STATE OF TEXAS ("State"), by and through Texas Attorney General GREG ABBOTT, and Defendants, by and through their attorney of record, announced to the Court that all matters of fact and things in controversy between them had been fully and finally compromised and settled and presented to the Court this Agreed Final Judgment and Permanent Injunction ("Judgment"). By their duly authorized signatures, the parties stipulated to the Court the following: that they read and understand the terms of this Judgment or have had their counsel explain the terms of this

Judgment so that they understand; that they agree to the terms of this Judgment; that they have waived all rights of appeal from this Judgment; that they are aware of the duties placed upon them by the Judgment and are desirous and capable of carrying out those duties in full; that they acknowledge receipt of copies of this Judgment and have full and actual notice of the terms of this Judgment; that the issuance and service of a writ of injunction are waived; that this Judgment represents a compromise and settlement of all matters arising out of facts alleged by the State in this cause.

2. Pursuant to the agreement, the parties submit to the jurisdiction of the Court and do not contest the entry of this Judgment.

3. Defendants, desiring to resolve this matter without trial or adjudication of any issue of fact or law, have consented to entry of this Judgment, which is not an admission of liability by any of the Defendants as to any issue of fact or law.

4. It appearing to the Court that all parties agree to the entry of this Judgment and that they have approved its entry by their duly authorized signatures and the signature of their respective attorneys below, the Court, upon the stipulations of the parties and after being fully advised in this matter, finds as follows:

- A. That it has jurisdiction of the parties and the subject matter of this suit;
- B. That the settlement of this dispute is fair, reasonable, and just; and
- C. That it would be in the best interests of the parties if the Court approved the settlement and rendered judgment accordingly.

5. The undersigned counsel for Defendants acknowledges that he will notify and advise his clients as to the specific terms of this Order.

6. Based on these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued as granted in this Judgment and that the State is entitled to recover of and from Defendants as set forth below.

### **DEFINITIONS**

7. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, as used in this Judgment, the following terms are defined as follows:

- A. "Counterfeit Drug" is defined in § 431.002(11) of the TFDCA and means a drug, or the container or labeling of a drug, that, without authorization, bears the trademark, trade name or other identifying mark, imprint, or device of a drug manufacturer, processor, packer, or distributor other than the person who in fact manufactured, processed, packed, or distributed the drug, and that falsely purports or is represented to be the product of, or to have been packed or distributed by, the other drug manufacturer, processor, packer, or distributor.
- B. "Defendant(s)" means POST OAK PHARMACY, L.P. and LIFECHek DRUG #19; LIFECHek ROSENBERG PARTNERS LTD. and LIFECHek DRUG #24; LIFECHek, INC.; MEDICAL DISCOUNT PHARMACY, L.P.; LIFECHek ROSENBERG, INC.; and BRUCE V. GINGRICH, their successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them, and includes but is not limited to any pharmacy of which Defendants have an ownership interest or control.
- C. "Drug" is defined in § 431.002(14) of the TFDCA and means articles recognized in the official United States Pharmacopoeia National Formulary, or any supplement to

it, articles designed or intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in man or other animals, articles, other than food, intended to affect the structure or any function of the body of man or other animals, and articles intended for use as a component of any article specified in this subdivision. The term does not include devices or their components, parts, or accessories. A food for which a claim is made in accordance with Section 403(r) of the federal Act, and for which the claim is approved by the secretary, is not a drug solely because the label or labeling contains such a claim.

- D. "Drug Products" mean drugs detained by the Texas Department of State Health Services under Notice of Detention No. 06-810 and identified in the Affidavit of Final Disposition and Destruction attached hereto as Exhibit A, and incorporated by reference.
- E. "Manufacture" is defined in § 431.002 (23) of the TFDCA and in regards to drugs means the process of preparing, propagating, compounding, processing, packaging, repackaging, labeling, testing, or quality control of a drug or drug product, but does not include compounding that is done within the practice of pharmacy and pursuant to a prescription drug order or initiative from a practitioner for a patient or repackaging that is done in accordance with Section 562.154, Occupations Code.
- F. "Misbranding" a drug has the meaning described in § 431.112 of the TFDCA.
- G. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized.

- H. "Repackage" means repackaging or otherwise changing the container, wrapper, or labeling of a drug to further the distribution of a drug. The term does not include repackaging by a pharmacist to dispense a drug to a patient.
- I. "Repackager" means a person who engages in repackaging.
- J. "TDSHS" refers to the Texas Department of State Health Services.
- K. "TFDCA" means the Texas Food, Drug and Cosmetic Act, TEX. HEALTH & SAFETY CODE ANN. §§ 431.001 *et seq.*
- L. "Wholesale Distribution" means distribution of drugs to a person other than a consumer or patient.
- M. "Wholesale Distributor" means a person engaged in the wholesale distribution of drugs, including a manufacturer, repackager, own-label distributor, private-label distributor, jobber, broker, manufacturer warehouse, distributor warehouse, or other warehouse, manufacturer's exclusive distributor, authorized distributor of record, drug wholesaler or distributor, independent wholesale drug trader, specialty wholesale distributor, third-party logistics provider, retail pharmacy that conducts wholesale distribution, and pharmacy warehouse that conducts wholesale distribution.

### **INJUNCTIVE RELIEF**

8. IT IS THEREFORE ORDERED that Defendants, POST OAK PHARMACY, L.P. and LIFECHek DRUG #19; LIFECHek ROSENBERG PARTNERS LTD. and LIFECHek DRUG #24; LIFECHek, INC.; MEDICAL DISCOUNT PHARMACY, L.P.; LIFECHek ROSENBERG, INC.; and BRUCE V. GINGRICH, their officers, agents, servants, employees, attorneys, and any other persons in active concert or participation with them, including but not

limited to any pharmacy of which Defendants have an ownership interest or control, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall be permanently restrained from engaging in the following acts or practices:

- A. Manufacturing Drugs, including, but not limited to Repackaging Drugs, without first obtaining a license from the Texas Department of State Health Services (“TDSHS”);
- B. Manufacturing any Drug that is Misbranded, including, but not limited to failing to place all information required by federal and state drug laws on the Drug’s label;
- C. Introducing or delivering for introduction into commerce any Drug that is Misbranded, including, but not limited to purchasing or receiving Drugs from entities not licensed in Texas as a Wholesale Drug Distributor;
- D. Misbranding any Drug in commerce, including, but not limited to placing Drugs in commerce that were obtained from entities not licensed in Texas as Wholesale Drug Distributors;
- E. Altering, mutilating, destroying, obliterating, or removing all or any part of the labeling of a Drug;
- F. Receiving in commerce any Drug that is Misbranded or Counterfeit without immediately placing such Drug in quarantine and taking any additional necessary steps required under the law;
- G. The doing of any act that causes a Drug to be a Counterfeit Drug, or the sale, distribution or dispensing, or the holding for sale, distribution, or dispensing, of a Counterfeit Drug;

- H. Engaging in the Wholesale Distribution of Drugs or acting as a Wholesale Drug Distributor in this state without obtaining a license issued by the TDSHS;
- I. Failing to submit any application required by law to be filed with the TDSHS, including, but not limited to an application to Manufacture and/or distribute Drugs in Texas;
- J. Storing expired Drug inventory with active, unexpired inventory;
- K. Introducing or delivering for introduction into commerce any Drug that is expired;
- L. Causing confusion or misunderstanding as to the approval of Drugs offered for sale and sold by Defendants;
- N. Representing that Drugs sold by Defendants have approval which they do not have;
- O. Failing to disclose information concerning Drugs which was known at the time of the transaction and such failure to disclose the information was intended to induce consumers into a transaction which the consumer would not otherwise have entered; and
- P. Failing to provide written notice to any agent, servant, employee or representative of Defendants of the existence and terms of any injunction entered in this case, and of their duty to comply with the terms set forth herein.

**RESOLUTION OF DETAINED DRUGS UNDER NOTICE OF  
DETENTION NO. 06-810**

9. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants, at their own expense, shall utilize the services of Capital Returns, Inc. d/b/a Genco Pharmaceutical Services ("Genco"), a drug salvage establishment duly licensed by the Texas Department of State Health Services, to effect the final disposition and destruction of the Drug Products as

described and stated in the Affidavit of Final Disposition and Destruction, which is attached hereto as Exhibit A and incorporated by reference. The Drug Products shall be delivered to Genco with the approval and in coordination with the TDSHS.

### **MONETARY PAYMENT**

10. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the State have judgment and recover against Defendants the amount of Three Hundred Thousand Dollars (\$300,000) for civil penalties to or for the benefit of the State of Texas, a governmental unit, which is not compensation for any actual or pecuniary loss.

10.1 The State shall reduce such civil penalties by the amount of \$275,000, if

(i) the Drug Products accepted by Genco are disposed of and destroyed in the routine course of business of Genco and in compliance with the applicable regulatory laws and/ or manufacturer's protocols and requirements; and

(ii) proof is provided that the disposition and destruction of the Drug Products in this matter has been fully and finally resolved as agreed upon by all parties. Such required proof shall include the Affidavit of Final Disposition and Destruction and all packing lists, debit memos, notifications sent to the manufacturer or its designee related to destruction, and waste manifests referenced in the aforementioned Affidavit and generated during Genco's routine course of business in disposing of the Drug Products.

10.2 However, upon a finding by the Texas Department of State Health Services or the Office of the Texas Attorney General that the Drug Products were not disposed of and destroyed in accordance with the Affidavit of Final Disposition and Destruction and that all of the required proof<sup>1</sup> was not submitted to the TDSHS, then the full amount of the remaining civil penalties,

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<sup>1</sup> The parties understand that due to pending expiration dates some of the required proof will not be capable of submission until late 2010, 2011, or early 2012.



Two Hundred Seventy-Five Thousand and No Cents (\$275,000), shall become immediately due and payable to the State of Texas. If a hearing becomes necessary regarding the issue of further payment of civil penalties as described in Paragraphs 10, 10.1, and 10.2, and the State prevails, Defendants shall be liable for all of the State's attorneys' fees, investigative costs, and court costs related to such a hearing.

10.3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the State have judgment and recover against Defendants the amount of Fifty-Nine Thousand Dollars (\$59,000) for reimbursement of attorneys' fees, court costs, and investigative costs incurred by the Office of the Texas Attorney General and for investigative costs<sup>2</sup> incurred by the Texas Department of State Health Services, neither of which constitutes an antecedent debt with respect to this litigation.

10.4 Defendants shall pay the \$59,000 as noted in Paragraph 10.3 for reimbursement of attorneys' fees, court costs, and investigative costs and the \$25,000 in civil penalties (per Paragraph 10.1) in the following manner: Defendants shall tender payment in the amount of Eighty-Four Thousand Dollars and No Cents (\$84,000)<sup>3</sup>. Such sum shall be paid according to the following schedule:

(i) Forty-Two Thousand Dollars and No Cents (\$42,000) within one hundred twenty (120) days after entry of this Judgment; and

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<sup>2</sup> In the event attorneys' fees and investigative costs awarded in this Judgment are fully collected, the Texas Attorney General shall remit the sum of \$9000.00 to the Texas Department of State Health Services for reimbursement of its investigative costs.

<sup>3</sup> This amount does not include the additional civil penalties referenced in Paragraph 10.2 that must be paid if the Texas Department of State Health Services or the Office of the Texas Attorney General find that the Drug Products were not disposed of and destroyed in accordance with the Affidavit of Final Disposition and Destruction and that all of the required proof was not submitted to the TDSHS. It also does not include the additional fees and costs that shall be owed by Defendants if a hearing on the issue of further payment of civil penalties is conducted and the State prevails.

(ii) Forty-Two Thousand Dollars and No Cents (\$42,000) on or before December 31, 2010.

Each payment shall be made by submission of a cashier's check, made payable to the State of Texas, and shall be delivered or mailed to the Office of the Texas Attorney General, 808 Travis, Suite 1520, Houston, Texas 77002.

**MISCELLANEOUS**

11. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that if Defendants violate or do not substantially comply with this Judgment and/or it becomes necessary for the State to bring an action for enforcement and/or contempt, then Defendants shall be liable for any additional civil penalties, attorneys' fees, and investigative and court costs incurred in bringing such an action.

12. All costs of court expended or incurred shall be paid by the party incurring same.

13. After signing by the Court, this agreement constitutes a final judgment.

14. All relief not expressly granted herein is denied.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**JUDGE PRESIDING**

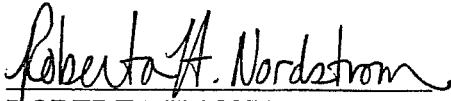
AGREED AS TO FORM AND SUBSTANCE:

GREG ABBOTT  
Attorney General of Texas

C. ANDREW WEBER  
First Assistant Attorney General

DAVID S. MORALES  
Deputy Attorney General for Civil Litigation

PAUL D. CARMONA  
Chief, Consumer Protection and Public Health Division



ROBERTA H. NORDSTROM

State Bar No. 24036801

JOYCE WEIN ILIYA

State Bar No. 00784319

ROSEMARIE DONNELLY

State Bar No. 05983020

RICK BERLIN

State Bar No. 24055161

Assistant Attorneys General

Office of the Attorney General

Consumer Protection and Public Health Division

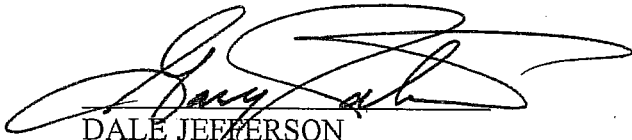
808 Travis, Suite 1520

Houston, Texas 77002

(713) 223-5886 – Telephone

(713) 223-5821 – Facsimile

*Attorneys for Plaintiff*



DALE JEFFERSON

State Bar No. 10607900

GARY PATE

State Bar No. 24029763

Martin, Disiere, Jefferson & Wisdom, L.L.P.

808 Travis, Suite 1800

Houston, TX 77002

(713) 632-1700 - Telephone

(713) 222-0101 - Facsimile

*Attorneys for Defendants*

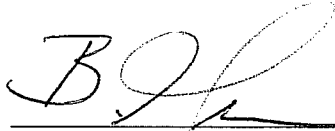


BRUCE V. GINGRICH, Individually  
and on behalf of all named Defendants

**AFFIDAVIT**

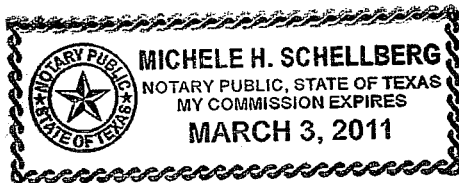
**THE STATE OF TEXAS COUNTY OF FORT BEND**

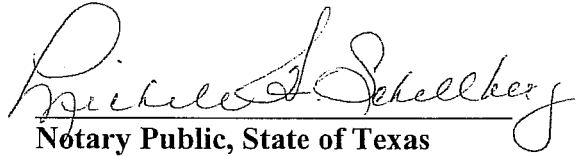
**BEFORE ME, the undersigned authority, on this day personally appeared Bruce V. Gingrich who signed the attached Agreed Final Judgment and Permanent Injunction.**

  
\_\_\_\_\_  
Bruce V. Gingrich

State of Texas  
County of Ft. Bend

**SWORN to and SUBSCRIBED before me, the undersigned authority on the 26<sup>h</sup> day of April 2010.**



  
\_\_\_\_\_  
Notary Public, State of Texas

**My commission expires: March 3, 2011**



Genco and in compliance with the applicable regulatory laws and/ or manufacturer's protocols and requirements.

NDC	Product Name	Manufacturer	Lot Number	Expir-ation Date	Quantity	mg	
0074-3014-60	Azmacort	Abbott Laboratories	CAA40R	12/09	11	20	g
0023-9177-05	Alphagan P	Allergan	50289	5/09	1	5	mL
0023-9177-05	Alphagan P	Allergan	51814	8/09	3	5	mL
0023-9177-05	Alphagan P	Allergan	52442	9/09	1	5	mL
0023-9177-05	Alphagan P	Allergan	53865	11/09	2	5	mL
0023-9177-05	Alphagan P	Allergan	55132	2/10	1	5	mL
0023-9177-05	Alphagan P	Allergan	56375	5/10	2	5	mL
0469-0657-73	Prograf	Astellas	30082	9/09	1	5	
0469-0657-73	Prograf	Astellas	29291	5/09	1	5	
0186-1088-05	Toprol-xl	AstraZeneca	PC0159	1/31/11	2	25	
0186-1088-05	Toprol-xl	AstraZeneca	NN0180	9/30/10	2	25	
0186-1088-05	Toprol-xl	AstraZeneca	NK0036	9/30/09	2	25	
0186-1088-05	Toprol-xl	AstraZeneca	MN0100	8/31/09	2	25	
0186-1088-05	Toprol-xl	AstraZeneca	PB0084	10/31/10	5	25	
0186-1088-05	Toprol-xl	AstraZeneca	MP0152	9/30/09	1	25	
0186-1088-05	Toprol-xl	AstraZeneca	NT0098	9/30/10	1	25	
0186-1088-05	Toprol-xl	AstraZeneca	NN0001	8/31/10	1	25	
0186-1088-05	Toprol-xl	AstraZeneca	NN0095	8/31/10	1	25	
0186-1088-05	Toprol-xl	AstraZeneca	NM0060	7/31/10	1	25	
0310-0283-60	Seroquel XR	AstraZeneca	PN0188	7/28/11	1	300	
0310-0283-60	Seroquel XR	AstraZeneca	PN0051	5/28/11	1	300	
0310-0272-10	SeroQUEL	AstraZeneca	PT0099	11/14/11	7	200	
0310-0278-10	SeroQUEL	AstraZeneca	PT0066	11/14/11	1	50	
0310-0284-60	Seroqual XR	AstraZeneca	PP0118	7/29/11	3	400	
0310-	Seroqual XR	AstraZeneca	PM0099	6/4/11	4	200	

0282-60							
0186-5040-82	Nexium	AstraZeneca	U2568	4/10	1	40	
0186-5040-82	Nexium	AstraZeneca	U2528	4/10	1	40	
0186-5040-82	Nexium	AstraZeneca	U2568	4/30/10	1	40	
0186-5040-82	Nexium	AstraZeneca	U2568	4/30/10	1	40	
0186-5040-82	Nexium	AstraZeneca	U2501	3/31/10	1	40	
0186-5040-82	Nexium	AstraZeneca	U2528	4/30/10	1	40	
0088-2220-33	Lantus	Aventis Pharma	40B194	5/09	10	10	mL
0088-2220-33	Lantus	Aventis Pharma	40B201	5/09	10	10	mL
0088-2220-33	Lantus	Aventis Pharma	40B187	4/09	10	10	mL
0088-2220-33	Lantus	Aventis Pharma	40B249	9/09	10	10	mL
0088-2220-33	Lantus	Aventis Pharma	40B167	3/09	10	10	mL
0088-2220-33	Lantus	Aventis Pharma	40B168	3/09	10	10	mL
59630-442-10	Sular	Bayer AG	2013731	2/11	1	30	
0085-1756-01	Cipro	Bayer Healthcare	5400GRW	4/09	1	750	
60598-125-90	Cardizem LA	Biovail Corp	07G062P	4/09	2	420	
0597-0087-17	Atrovent HFA	Boehringer Ingelheim	080235W	5/10	36	12.9	g
0597-0087-17	Atrovent HFA	Boehringer Ingelheim	080378W	7/10	2	12.9	g
0597-0087-17	Atrovent HFA	Boehringer Ingelheim	080379W	8/10	9	12.9	g
59148-010-13	Abilify	Bristol-Myers Squibb	8G37018A	7/11	20	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8E39904A	5/11	2	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8J35983B	9/11	3	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8D39222B	5/11	1	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8J44520A	9/11	3	20	
59148-010-13	Abilify	Bristol-Myers Squibb	7L29709A	10/10	3	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8G37020A	7/11	16	20	
59148-010-13	Abilify	Bristol-Myers Squibb	8H29713A	8/11	38	20	
59148-009-13	Abilify	Bristol-Myers Squibb	8F39687B	6/11	4	15	

59148-009-13	Abilify	Bristol-Myers Squibb	8J39972A	11/11	3	15	
59148-011-13	Abilify	Bristol-Myers Squibb	8B32872A	2/11	4	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8G37016A	7/11	6	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8H29722A	8/11	3	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8J35991A	9/11	11	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8H31952A	8/11	42	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8J35989A	9/11	5	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8G35884A	6/11	6	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8H31956B	8/11	42	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8G36008A	7/11	42	30	
59148-011-13	Abilify	Bristol-Myers Squibb	80408688	5/11	2	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8033519A	4/11	3	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8F37574A	6/11	4	30	
59148-011-13	Abilify	Bristol-Myers Squibb	7L26347A	11/10	1	30	
59148-011-13	Abilify	Bristol-Myers Squibb	7B25758	1/10	1	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8G36018A	7/11	1	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8F38994B	5/11	1	30	
59148-011-13	Abilify	Bristol-Myers Squibb	7M19184A	12/10	2	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8J35990A	9/11	6	30	
59148-011-13	Abilify	Bristol-Myers Squibb	80335238	4/11	2	30	
59148-011-13	Abilify	Bristol-Myers Squibb	8D33519A	4/11	1	30	
59148-009-13	Abilify	Bristol-Myers Squibb	8F43499b	6/11	1	15	
59148-009-13	Abilify	Bristol-Myers Squibb	8H31960b	8/11	1	15	
59148-007-13	Abilify	Bristol-Myers Squibb	8L38649A	11/11	1	5	
59148-007-13	Abilify	Bristol-Myers Squibb	8L38651A	11/11	6	5	
0087-6071-11	Glucophage	Bristol-Myers Squibb	7G4306A	7/10	1	1000	
0002-4454-85	Zyprexa Zydis	Catalent Pharma Solutions/for Eli Lilly	760015	1/1/11	1	10	
0002-	Zyprexa Zydis	Catalent Pharma	839263	7/1/11	1	10	



4454-85		Solutions/for Eli Lilly					
0074-3769-60	Omnicef	CEPH International Corp	350266RA	12/1/07	1	300	
63032-021-01	Luxiq	Connetics	A7G149	12/09	1	150	g
13548-012-06	Salex Shampoo	DPT Laboratories Ltd	ZKDA	04/09	1	177	mL
0173-0643-60	Lamictal	DSM Pharmaceuticals Inc	7ZP1868	6/11	1	150	
0091-4086-01	Verelan PM	Elan Holdings Inc	7C725	3/09	1	200	
0002-4115-30	Zyprexa	Eli Lilly	A542884A	8/10	3	5	
0002-4415-30	ZyPREXA	Eli Lilly	A502025A	5/10	14	15	
0002-4415-30	ZyPREXA	Eli Lilly	A506261A	5/10	3	15	
0002-4415-30	ZyPREXA	Eli Lilly	A504456A	5/10	1	15	
0002-4415-30	ZyPREXA	Eli Lilly	A397376	7/09	1	15	
0173-0721-00	Lexiva	GlaxoSmithKline	R314820	12/09	1	700	
0173-0721-00	Lexiva	GlaxoSmithKline	R358460	9/10	1	700	
0173-0721-00	Lexiva	GlaxoSmithKline	R369842	12/10	1	700	
0173-0721-00	Lexiva	GlaxoSmithKline	R376056	1/11	1	700	
0173-0721-00	Lexiva	GlaxoSmithKline	R380715	1/11	1	700	
0173-0721-00	Lexiva	GlaxoSmithKline	R374798	1/11	1	700	
0173-0446-04	Zofran	GlaxoSmithKline	5ZM3462	4/10	1	4	
0173-0446-04	Zofran	GlaxoSmithKline	6ZM9542	8/10	1	4	
0173-0446-04	Zofran	GlaxoSmithKline	6ZM0920	12/10	1	4	
0173-0720-20	Flovent HFA	GlaxoSmithKline	0246	12/09	2	220	mcg
0173-0720-20	Flovent HFA	GlaxoSmithKline	0237	10/09	1	220	mcg
0173-0720-20	Flovent HFA	GlaxoSmithKline	F0248	1/10	3	220	mcg
0173-0719-20	Flovent HFA	GlaxoSmithKline	0524	10/09	1	110	mcg
0173-0714-00	Epivir	GlaxoSmithKline	R259734	9/09	1	300	
0007-4890-20	Requip	GlaxoSmithKline	X0422A	4/09	14	0.25	
0007-4890-20	Requip	GlaxoSmithKline	X0420B	6/09	3	0.25	
0045-0642-65	TopAMAX	Janssen Ortho	8LG183	9/10	1	200	

50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	7MG740	11/09	58	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	7JG261	6/09	2	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	7LG496	9/09	2	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	8AG955	11/09	1	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	8AG068	11/09	5	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	7MG720	11/09	6	4	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	7JG225	6/09	1	4	
50458-320-06	Risperdal	Janssen Pharmaceutica Products LP	8BG107	1/10	1	2	
50458-350-06	Risperdal	Janssen Pharmaceutica Products LP	6LG409	9/08	1	4	
60598-009-90	Advicor	KOS Pharmaceuticals Inc	7024566	3/10	2	1000/40	
0006-0072-58	Proscar	Merck & C0	X0549	6/11	4	5	
0006-3519-36	Trusopt	Merck & C0	83360	5/09	1	10	mL
0006-3519-36	Trusopt	Merck & C0	835150	6/09	1	10	mL
0006-3519-36	Trusopt	Merck & C0	842990	10/09	1	10	mL
0006-3519-36	Trusopt	Merck & C0	846110	11/09	1	10	mL
0078-0179-05	Lamisil	Novartis	F0022	9/09	1	250	
0078-0179-05	Lamisil	Novartis	F0018	6/09	3	250	
0078-0179-05	Lamisil	Novartis	C5I03371	8/08	1	250	
0078-0179-05	Lamisil	Novartis	C5J00881	9/08	1	250	
0078-0179-05	Lamisil	Novartis	F0017	6/09	15	250	
0078-0179-05	Lamisil	Novartis	F0008	3/09	1	250	
0078-0179-05	Lamisil	Novartis	F0007	3/09	3	250	
0078-0456-05	Trileptal	Novartis	F0135	8/10	1	150	
0078-0456-05	Trileptal	Novartis	F0125	2/10	1	150	
0078-0367-15	Famvir	Novartis	F0055	3/09	9	250	
0078-0352-05	Starlix	Novartis	987H1797	9/06	1	120	
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0241	7/09	10	10	mL
0169-	Novolin R	Novo Nordisk A/S	VZF0205	10/10	4	10	mL

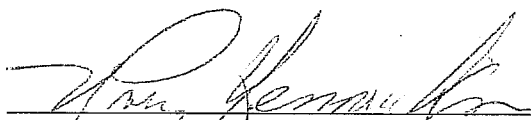
1833-11							
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0242	7/09	30	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0191	6/09	50	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0192	7/09	40	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0152	5/09	30	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0294	9/09	30	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0296	9/09	1	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0149	4/09	20	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0400	1/10	30	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	VZF0180	9/10	30	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	VZF0049	1/10	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	VZF0209	10/10	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0057	2/09	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0116	5/09	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0149	4/09	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0085	3/09	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0308	10/09	10	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0294	9/09	2	10	mL
0169-1833-11	Novolin R	Novo Nordisk A/S	TZF0152	5/09	1	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0202	10/10	30	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0230	11/10	30	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0249	12/10	20	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0254	12/10	30	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0158	9/10	20	10	mL
0169-1834-11	Novolin R	Novo Nordisk A/S	VZF0073	1/10	2	10	mL
68734-700-10	Zyflo	Patheon Pharmaceuticals	3057851	4/09	1	600	
0025-1461-31	Cytotec	Pfizer	C080481	5/10	1	200	mcg
0049-3970-60	Geodon	Pfizer	C080061	2/12	3	40	

0049-3960-60	Geodon	Pfizer	C080414-1	2/12	4	20	
0049-3980-60	Geodon	Pfizer	C071548	10/11	2	60	
0049-3980-60	Geodon	Pfizer	C080056	1/12	1	60	
0009-5135-02	Zyvox	Pfizer	C081379	5/11	1	600	
0009-5135-02	Zyvox	Pfizer	C081380	5/11	5	600	
0009-5135-02	Zyvox	Pfizer	C081177	6/09	1	600	
0009-5135-02	Zyvox	Pfizer	C070909	1/10	1	600	
0069-1540-68	Norvasc	Pfizer	6QL378A	11/1/11	3	10	
0069-1540-68	Norvasc	Pfizer	6QL339A	11/1/11	1	10	
0069-1540-68	Norvasc	Pfizer	6QL333A	11/1/11	1	10	
0069-1540-68	Norvasc	Pfizer	7QLO44A	2/1/12	1	10	
0069-1540-68	Norvasc	Pfizer	6QL276A	9/1/11	2	10	
0069-1540-68	Norvasc	Pfizer	0613K06D	10/1/11	1	10	
0069-1540-68	Norvasc	Pfizer	7QL037A	2/1/12	3	10	
0069-1540-68	Norvasc	Pfizer	7QL041A	2/1/12	1	10	
0069-1540-68	Norvasc	Pfizer	7QL005A	1/1/12	3	10	
0069-1540-68	Norvasc	Pfizer	7QL043A	2/1/12	1	10	
0069-1540-68	Norvasc	Pfizer	6QL182A	7/1/11	3	10	
0049-3420-30	Diflucan	Pfizer	74ROO3A	2/1/12	1	100	
0071-0532-23	Accupril	Pfizer	04627V	2/10	1	20	
0071-0362-24	Dilantin	Pfizer	01456F	3/08	1	100	
0071-0157-73	Lipitor	Pfizer	14197V	10/10	1	40	
0004-0260-01	CellCept	Roche	U0899	2/11	1	500	
0004-0260-01	CellCept	Roche	U0724	10/10	1	500	
0004-0260-01	CellCept	Roche	U0730	11/10	1	500	
0004-0260-01	CellCept	Roche	U0734	11/10	1	500	
0004-0260-01	CellCept	Roche	U0773	1/11	1	500	
0004-0260-01	CellCept	Roche	U0897	2/11	1	500	

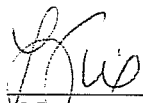
0260-01							
0004-0260-01	CellCept	Roche	U0982	8/11	1	500	
0004-0038-22	Valcyte	Roche	U2092	6/09	1	450	
0004-0038-22	Valcyte	Roche	B1025	3/11	1	450	
0004-0038-22	Valcyte	Roche	B1031	4/11	1	450	
0004-0038-22	Valcyte	Roche	B1049	7/11	1	450	
0004-0038-22	Valcyte	Roche	U2092	6/09	1	450	
62756-139-05	Gabapentin Capsules	Sun Pharmaceutical Ind. Ltd.	JK70759B	3/09	18	400	
62756-137-05	Gabapentin Capsules	Sun Pharmaceutical Ind. Ltd.	JK70535B	3/09	1	100	
0300-1541-19	Prevacid	TAP Pharmaceuticals Inc	438872E21	6/1/09	2	15	
0245-0147-60	Pacerone	Upsher-Smith	251929	3/11	2	200	
0008-0781-08	Effexor	Wyeth	D07683	4/11	1	37.5	
0008-0704-07	Effexor	Wyeth	B63630	5/09	1	75	
	TopAMAX				1		

Finally, I affirm that Genco will promptly forward any documentation in its custody concerning the custody or disposition of the pharmaceutical drug products such as waste manifests, notifications sent to the manufacturer or its designee related to destruction, and packing lists and debit memos to Brad O'Donnell, Compliance Officer, Drugs and Medical Devices Group MC 1987, Texas Department of State Health Services, P.O. Box 149347, Austin, Texas 78714-9347.

FURTHER AFFIANT SAYETH NOT.

  
 Mary Hendrickson, PharmD, MBA, RAC  
 Director of Quality & Regulatory Affairs for  
 Capital Returns d/b/a Genco Pharmaceutical  
 Services

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this the  
16 day of April, 2010

 exp. 10.2.2011  
Notary Public in and for the State of  
Wisconsin